

NOTICE TO BIDDERS

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514**

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

CCSD BID # B2020-8

Coach Bus Transportation Services for School Field Trips

Please see attached bid specifications for details.

Sealed envelope bids or digital bids will be received until **June 12th, 2020 by no later than 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York -at which time and place all bids will be opened and read publicly. Mailing address for sealed envelope bids: Chappaqua Central School District, 66 Roaring Brook Rd., P.O. Box 21, Chappaqua, New York 10514 (if using third party courier, use street address only). Digital bids are to be e-mailed to mitrnik@ccsd.ws. Specifications and Bid Forms may be obtained at the school district website www.ccsd.ws as follows:

- District
- Departments
- Business Office
- Procurement
- School Year 2019-2020
- Bids
- CCSD Bid # B2020-8: Coach Bus Transportation Services

If further information is needed, call the Purchasing Office at 914 238-7200, Ext. 1013 or e-mail at mitrnik@ccsd.ws.

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.

Qualifications of Bidders

The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students of the School District and the general public. The School District may make any investigation necessary to determine the ability of the Bidder to fulfill the contract, and the Bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the sole opinion of the School District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract Bid upon, the School District reserves the right to reject its Bid.

The School District reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the School District may choose to reject any Bid where the Bidder's stated qualifications are such that the School District determines that the Bidder may not be able to perform the transportation service in a safe and an efficient manner. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the School District.

The following minimum requirements must be met to qualify for bidding:

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all requirements of this contract as well as all applicable Federal, State and local rules, regulations, inspections, and vehicle requirements.
- b) Bidders shall be able to demonstrate at least (5) five years of continuous service as a provider of coach bus transportation. References shall be provided as set forth herein. The School District reserves the right to request additional documentation or information from the bidders as a means of determining qualifications and/or responsibility. Proof of incorporation or copy of a business dated five years or more would be an acceptable form of proof.
- c) Each bidder must demonstrate that it is a responsible vendor possessing adequate financial resources to accomplish the service as described herein and that it has a satisfactory record of performance and integrity.
- d) Bidders shall be knowledgeable of and qualified to provide coach bus service to the School District. Proof of said qualifications and specific training such as certification and license of bidder's employees to whom will be providing services to the school district shall be furnished to the School District together with the bid.
- e) Bidder must submit a completed reference list form enclosed with this bid. The form will require the names of school districts served by it with comparable service, and will require the name and telephone number of each business official or other school district liaison/ individual with respect to this item.
- f) Bidder must submit a list of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such

information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.

- g) Bidder must be financially responsible, as demonstrated by:
 - 1. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens.
 - 2. A satisfactory credit history as evidenced by a review that may be made by the School District.
 - 3. Work performance.
 - 4. Such other information as the Board of Education, in its sole discretion, determines is relevant to the responsibility of the bidder.
- h) Upon investigation of any references and information submitted by the bidder, the Board of Education reserves the right to reject any bid where it is found that the bidder's qualifications are not consistent with the information presented.

CONTRACT AWARD

The School District reserves the right to consider experience, service, and reputation in the transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective bidder, in the determination of the lowest responsible bidder, and awarding the contract. The School District further reserves the right to inspect the buses and the terminal where the buses are maintained of perspective bidders prior to the award of the contract and to consider the general condition of equipment and facilities in the determination of the lowest responsible bidder, and awarding the contract.

Award will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of its service, its financial responsibility and its specific qualifications as set out herein.

Term of the Contract: The term of the contract shall be in effect from July 1st, 2020 through June 30th, 2021, unless earlier terminated as set forth in these specifications Chappaqua Central School District has the option of extending or renewing this contract for a period not to exceed two (2) additional one (1) year periods at a price not to exceed the 2020 and 2021 annual Consumer Price Indices (CPI) Average (CPI NY, Northern NJ Area).

Non-Appropriation

This Agreement shall be executory only to the extent of the monies appropriated and available for the purposes of this Agreement and no liability on account therefore shall be incurred beyond the amount

of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

Additional Language

Additional language located on page 7 of the GENERAL BID DOCUMENT under the heading AWARD must be read as well as understood.

GENERAL CONDITIONS

1. To provide as required skilled, experienced, and prompt service with quality reliable equipment.
2. Proof of proper licensure and certification pursuant to this contract shall be furnished to the School District.
3. The successful bidder shall comply with all laws, rules, ordinances and regulations and the regulations of the School District and all directives issued by the School District.
4. No alcoholic beverages or intoxicants may be brought or consumed upon the School District's premises or buses utilized pursuant to the contract by any employee of the Contractor, nor shall any employee be under the influence or impaired by any alcoholic beverages, intoxicants, or prescription or over-the-counter drugs. Additionally, smoking is not allowed on the buses, or on school property, by Contractor's employees prior to, after, or during the provision of services to the School District's students. The Chappaqua Central School District's Board of Education has a "drug free zone" policy on school property. The Contractor is required to inform fully its employees of this provision.
5. Bus drivers must be identifiable as employees of the contractor and must be properly dressed during school trips.
6. Under this contract, sub-contracting shall not be permitted without prior written approval by the School District. Contractors, if approved, must provide driver qualifications and insurance documentation as set out herein. Further, sub-contractors must provide buses and drivers of the same standard of quality that has been established by the contractor.
7. The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, including, but not limited to minimum hour wage, working conditions, insurance and safety factors and child labor laws.
8. In accordance with Section 220-e of the Labor Law of the State of New York, it is agreed that:
 - a. In the hiring of employees for the performance of this contract or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, creed, color or national origin discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, creed or national origin, sexual orientation (actual or perceived), military status, sex, disability, genetic predisposition or carrier status or marital status.
 - c. There may be deducted from the amount payable to the successful bidder a penalty of one hundred dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract.
 - d. This Contract may be cancelled or terminated by the Board of Education and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
 - e. The aforesaid provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.
- 11. The successful bidder shall comply with all of the provisions of the Immigration Reform and Control Act of 1986 and regulations promulgated pursuant thereto and shall require its subcontractors to comply with same. The successful bidder shall and does hereby agree to fully indemnify, protect, defend, and hold harmless the School District, its agents and employees from and against any penalties, fees, costs, liabilities, suits, claims, or expenses of any kind or nature, including reasonable attorney's fees, arising out of or resulting from any violation or alleged violation of the provisions of said laws in connection with the work performed hereunder.
 - 12. The successful bidder shall comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
 - 13. The successful bidder shall comply with any and all other applicable Federal, state, and/or local laws, rules and regulations
 - 14. All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.
 - 15. The successful bidder shall purchase and maintain insurance which may arise from operations under the contract. Said policies shall be purchased in the amounts set forth in Appendix "A" to protect the Board against claims arising from or related to the operations of the successful bidder and its subcontractors.

The successful bidder shall pay all deductibles of Board's insurance for claims as a result of the negligence of the successful bidder.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

The successful bidder shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth above and adjusted to the nature of subcontractors' operations and submit same to the Board for approval prior to start of any work. In the event successful bidder fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the successful bidder shall indemnify, defend, and hold harmless the Board, its agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

16. Enclosed with the bid submission, the Bidder must include a letter from an insurance agent, broker, or carrier stating that no less than the minimum limits of insurance required in the Bid Request will be met. The name of the insurance company that will provide the mandated insurance will be stipulated. The insurance carrier must be licensed to do business in New York State. Bidder as well as Bidder's insurance agent must also complete the included insurance certification and include it with bid submission.
17. All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured successful bidder, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the successful bidder agrees to assist in obtaining any such desired information.
18. The successful bidder shall hold harmless, defend and indemnify the School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the successful bidder. Bidder must also sign and submit the attached hold harmless agreement as part of their bid submission.
19. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

20. Enclosed with the bid submission, the bidder must provide proof of the following: affidavits of compliance with 19A (intrastate) which have been filed with the Department of Motor Vehicles (DMV); company is Federal Department of Transportation compliant; vehicles are DOT inspected (interstate).

21. All employees of the Contractor shall be deemed employees of the Contractor for all purposes and the Contractor alone shall be responsible for their work, personal conduct, direction, and compensation. The Contractor acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the School District. The Contractor is retained by the School District for the purposes and to the extent set forth in this Contract and its relationship to the School District during the term of this Contract shall be that of an independent contractor. The Contractor and/or its employees shall not be considered as having employee status or as being entitled to participate in any plans, arrangement or benefits including, but not limited to, pensions, employee fringe benefits or similar benefits, granted by the School District to its regular employees. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. The Contractor and any person employed by or conducting business with the Contractor shall not be a partner, employee, agent or joint venturer of the School District.

22. Termination:

a. This contract may be terminated by the School District upon not less than seven (7) days written notice should the successful bidder fail substantially to perform in accordance with the terms of this contract through no fault of the party initiating the termination. Said failures shall include but not be limited to: failure to supply sufficient vehicles of the expected quality and or qualified drivers to complete a scheduled trip; or failure to supply sufficient vehicles of the expected quality and or qualified drivers within the time specified; failure to make prompt payments to subcontractors in accordance with the respective agreements between the contractor and the subcontractors; disregard of laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; disregard of the instructions of the School District (when such instructions are based on the requirements of the Contract Documents); bankruptcy or insolvency, or general assignment for the benefit of successful bidder's creditors, or where a trustee or receiver is appointed for Contractor or for any of its property, or filing of a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws; breaches any warranty made by the successful bidder under or pursuant to the Contract Documents; failure to furnish the School District with assurances satisfactory to the school district evidencing the successful bidder's ability to complete the work in compliance with all the requirements of the Contract Documents; failure to keep the Project free from strikes, work stoppages, slowdowns, lockouts or other disruptive activity; or otherwise does not fully comply with the Contract Documents; violation of the provisions of Labor Law section 220-e as applied to this contract and set forth

herein.

- i. The successful bidder shall have three (3) days from notice of its breach to cure said breach. In the event this contract is terminated, the successful bidder shall be compensated for work performed to the date of such termination in accordance with this contract.
- b. The District **may at any time, at will and without cause**, terminate any part of the Contractor's work/services or all of the Contractor's work/services for any reason whatsoever by giving three (3) days' written notice to Contractor, specifying the portion of the Contractor's work to be terminated and the effective date of termination.
 - i. Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instruction from the District, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this paragraph:
 1. cease operation as specified in the notice;
 2. enter into no further subcontracts for services except as necessary to complete continued portions of the Contract;
 3. terminate all subcontracts to the extent they relate to the Work terminated; and
 4. proceed to complete the performance of the remaining work on its contract which has not been so terminated.

23. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Chappaqua Central School District receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Chappaqua Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Chappaqua Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Chappaqua Central School District reserves the right to reject any bid, request for

assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX "A" - INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and NY State disability.
- II. The policy naming the district as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed to conduct business in New York State.
 - State that the organization's coverage shall be primary and non-contributory coverage for the district, its Board, employees and volunteers.
 - State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
 - The district shall be listed as an additional insured by using endorsement CG 2010 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using CG 20 33 10 01 or CG 20 26. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- III. The contractor agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

TERMS

DOT Profile

The Bidder must submit with its Bid, for the most recent reporting period (2014-2015) a copy from the New York State Department of Transportation (DOT) of its New York State Department of Transportation **Bus Inspection System Operator Profile** for the terminal at which the DOT inspections will be made and at which major maintenance functions will be performed. All requested and required **Profiles** must show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary, as well as any other Summary Reports that the Department of Transportation may provide in the future.

- a. Major functions are defined as those other than day-to-day running repairs generally based upon defects identified through the Driver Daily Inspection report (DDIR). Major functions include preventive maintenance, engine and/or transmission repairs and overhauling, body repair, any rebuilding of the aforementioned items, and pre-DOT inspections by the Contractor. A qualified Class A (or SAE certified) Mechanic as opposed to a Mechanic's Assistant or Helper ordinarily performs these maintenance services.
- b. The School District will not accept as a responsible Bidder any Bidder whose **Profile** passing rate for the most recent reporting period is 89.9% or lower (Out-of-Service rate of 10.1% or higher).
- c. If at any time during the contract period, the contractor's Profile falls below 89.9%, the district reserves right to cancel the as in its best interest.

Bidders must include their DOT Number with their proposal.

Contractor's Responsibility

The physical examinations of drivers shall be at the driver's or the Contractor's expense. All examinations will be completed consistent with the regulations of the Commissioner of Motor Vehicles and the Commissioner of Education.

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All drivers and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance, or regulation of the Commissioner of Education, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, and State Department of Motor Vehicles regulations.

It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a bus whose moral

character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers must understand and speak English with proficiency.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District or its representative shall have the right to require removal from services to the School District of any driver who in her/his opinion will detract from the safe and efficient operation of buses and/or the safety of the pupils thereon under the contract. The School District reserves the right, in the exercise of its sound discretion, to reject drivers, or to direct that they be replaced, without being limited to considerations of health and driving records.

Each driver performing services pursuant to the contract shall successfully complete all safety programs that are or may be required by the laws, rules and regulations of the State of New York or Federal agencies.

All drivers assigned to trips pursuant to this contract must be 19A-school bus qualified.

At least two days prior to a trip, the district representative will be notified with the name of the scheduled driver(s) and alternate(s) if applicable. Upon request, the 19A abstract(s) for the driver(s) will be sent to the district representative. On the day of the trip, each driver must present his or her driver's license to the district representative to verify his or her identity. Unscheduled drivers or alternates will not be permitted to depart, and the contractor will be penalized for any so-caused delay.

Under no circumstances shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency. In the event of such an emergency, the School District shall be notified immediately.

Only those children, adults or other person(s) authorized by the School District to be transported shall be transported under the contract.

It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of this contract. The School District reserves the right to inspect the facility to determine its adequacy prior to the award of the contract.

In the event of any accident involving the operation of a bus in service to the District, the district and other appropriate agencies shall be notified promptly by telephone as soon as possible thereafter. The contractor is responsible for filing all required reports with all agencies in compliance all State, Federal, and local laws and regulations as well as regulations of the Commissioner of Education regarding coach bus drivers and coach bus operations. Such reports will be made available to the District upon request.

The Contractor must comply with all State, Federal, and local laws and regulations as well as regulations of the Commissioner of Education regarding coach bus drivers and coach bus operations.

Within five (5) days of notification of the contract award, the awarded contractor must submit to the district, an Insurance Certificate naming the Chappaqua Central School District as additional insured according to the insurance requirements included in this packet as well as a NYSDMV 19A roster of all current drivers who may be assigned to trips pursuant to this contract. Failure to submit said documents within five (5) days will result in the immediate termination of the contract. The Board of Education will then award a new contract to the next lowest responsive and responsible bidder.

Updated 19A rosters will be provided to district representatives as required throughout the term of the contract.

Equipment/Inspection

Buses utilized pursuant to this contract may be no more than fifteen (15) years of age. The buses must be of high quality, in fine physical condition and in excellent running order. Bus features must include, at least, restroom, TV with playback, stereo, and undercarriage storage compartment. On the day of a trip, buses are expected to be clean inside and out. **Once a trip is booked, awarded bidder is to contact the offices of Chappaqua Transportation, Inc. at (914) 238-4404 to make arrangements for equipment inspection. Chappaqua Transportation is located at 130 Hunts Lane, Chappaqua, NY 10514.** Coach buses will be inspected by a Chappaqua Transportation representative who will decide whether or not the bus meets the expected standards. The Chappaqua Transportation representative will decide whether or not the buses will be permitted to depart. His or her decision will be final. Failure to provide buses that meet the expected standard of quality on time on the day of a scheduled trip will result in the contractor being penalized as noted herein.

The awarded contractor's fleet must include accessible vehicles as defined by A.D.A. guidelines. The district may require accessible vehicles.

Include with your proposal the passenger capacities of the buses in your fleet.

Booking Trips

The district will endeavor to book all trips at least 30 days prior to the date of the trip. Such trip cancellations will be communicated to the contractor as expeditiously as possible. In these instances, there will be no cancellation fees assessed to the district and none will be paid.

On occasion a field trip may be booked with a possible rain date. In such instances, buses will be scheduled accordingly. In the event of weather –related cancellation, no cancellation fees will be assessed to the district and none will be paid.

In the event of weather –related or other emergency situation as determined by the Superintendent of Schools or his designee, the district reserves the right to cancel any scheduled trip at any time prior to departure with no penalty to the district. The determination of an emergency will be at the sole discretion of the Superintendent or his designee.

Penalties

In the event that the district cancels a scheduled trip with less than ten (10) days notice for reasons other than as noted herein, the contractor may assess a penalty to the district in the amount of 15% per the cost of each scheduled bus up to a total penalty not to exceed \$500.

In the event that the district cancels a scheduled trip with less than twenty-four (24) hours notice for reasons other than as noted herein, the contractor may assess a penalty to the district of 50% of the total amount of the trip.

In the event that the district cancels a scheduled trip on the day of the trip for reasons other than as noted herein, the district will be responsible for the total amount of the trip.

In the event that a trip is scheduled, failure by the Contractor to provide qualified driver(s) and/or satisfactory vehicles, as determined by the district representative, will result in non-payment by the District for the bus(s), a \$200 missed trip penalty deduction from any payments due to the Contractor, and a reimbursement to the School District for any financial damages that the School District may incur as a result of the missed trip (e.g., referee fees, rescheduling costs, cost for alternate transportation, etc.).

Miscellaneous Fees

Tolls and parking fees are to be included in the cost of the trip. In the event of an overnight trip the district will book driver accommodations **OR** the contractor may bill the district reasonable fees for driver(s) accommodations.

Cost Proposal Form

The trips listed on the Cost Proposal Form are trips that have been taken in prior years for which coach buses were utilized. Most of the trips noted are repeated each year. Bidders are to propose a cost for each trip. The proposed total costs for each of those trips will remain firm throughout the term of the agreement. **The contract award will be based on the lowest overall total cost for all of the trips listed.**

In order to establish costs for trips as yet to be determined throughout the term of the agreement, bidders will also propose costs for trips based on mileage. **An unusually high *per mile* proposal will result in consideration of the next lowest proposal for the overall total cost for all trips listed.** “Unusually high” will be determined by comparing the *per mile* cost with the cost of the determined trips as well as by comparison with other proposals received. The determination will be made by district representatives and will be final.

The frequency and type of any field trips typically varies each year depending upon a number of factors, including but not limited to, voter approval of funding, budget considerations, and program needs. Contributions or non-School District fees may fund some or all services envisioned under this Bid. Therefore, the School District cannot, and does not, make any representations on the annual frequency of trips.

Over-Night Trips

Additional charges for required over-night trips will be negotiated when such trips are scheduled.

Invoices

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made within thirty (30) days of receipt of a proper itemized invoice on the contractor’s standard form of billing. No deposits or pre-payments for standard trips will be allowed.

Final Decisions

The authorized district representative shall have the right to interpret the true meaning and intention of specifications, verbal or written; but should any controversies or disputes arise over such interpretations, his decision shall be binding and final.

It is understood that the contract in no way excludes the School District from using similar services provided by other Contractors in performing similar or other services.

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514**

**CCSD BID #B2020-8: COACH BUS TRANSPORTATION
SERVICES**

SEALED BID CHECKLIST

**LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND
INCLUDED IN SEALED BID ENVELOPE**

- 1) COMPLETED COST PROPOSAL FORM
- 2) PROOF THAT BIDDER IS ABLE TO DEMONSTRATE AT LEAST FIVE YEARS OF CONTINUOUS SERVICE AS A PROVIDER OF COACH BUS TRANSPORTATION AS MENTIONED ON PAGE 2, LETTER B OF MAIN SPECIFICATION.
- 3) REQUIRED PROOF OF QUALIFICATIONS AND SPECIFIC TRAINING OF EMPLOYEES THAT WILL BE PROVIDING COACH BUS SERVICES TO THE SCHOOL DISTRICT AS MENTIONED ON PAGE 2, LETTER D OF MAIN SPECIFICATION.
- 4) COMPLETED REFERENCE LIST FORM
- 5) COMPLETED LIST OF NAMES AND ADDRESSES OF PERSON OR ENTITTY OWNING 10% OR MORE OF THE COMPANY. IF COMPANY IS PUBLICALLY TRADED, LATEST ANNAUL REPORT IS TO PROVIDED AS MENTIONED ON PAGE 2, LETTER F OF MAIN SPECIFICATION.
- 6) LETTER FROM INSURANCE BROKER STATING THAT NO LESS THAN THE MINIMUM LIMITS OF INSURANCE WILL BE MET AS MENTIONED ON PAGE 6, SECTION 16 OF MAIN SPECIFICATION.
- 7) COMPLETED INSURANCE CERTIFICATION FORM AS MENTIONED OF PAGE 6, SECTION 16 OF MAIN SPECIFICATION.
- 8) COMPLETED HOLD HARMLESS AGREEMENT AS MENTIONED ON PAGE 6, SECTION 18 OF MAIN SPECIFICATION.

- 9) PROOF OF AFFIDAVITS OF COMPLIANCE WITH 19A (INTERSTATE) WHICH HAVE BEEN FIELD BY THE DEPARTMENT OF MOTOR VEHICLES AS MENTIONED ON PAGE 7, SECTION 20 OF MAIN SPECIFICATION
- 10) PROOF OF INSURANCE AS MENTIONED PAGE 9, APPENDIX “A” OF MAIN SPECIFICATION INCLUDING:
 - COMMERCIAL GENERAL LIABILITY INSURANCE
 - AUTOMOBILE LIABILITY
 - WORKERS’ COMPENSATION, EMPLOYERS LIABILITY, AND NYS DISABILITY INSURANCE
- 11) COPY OF DOT BUS INSPECTION SYSTEMS OPERATOR PROFILE AS WELL AS DOT NUMBER AS MENTIONED ON PAGE 11 UNDER HEADING OF “DOT PROFILE”
- 12) PASSENGER CAPACITIES OF THE BUSES IN THE BIDDER’S FLEET AS MENTIONED ON PAGE 13 OF MAIN SPECIFICATION.
- 13) COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET.
- 14) COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET.
THIS PAGE MUST BE NOTORIZEED OR BID WILL NOT BE ACCEPTED.

**ALL ITEMS ON THIS LIST MUST BE SUBMITTED IN A
SEALED BID ENVELOPE OTHERWISE BID CANNOT BE
ACCEPTED.**

CHAPPAQUA CENTRAL SCHOOL DISTRICT - CCSB BID # B2020-8: COACH BUS TRANSPORTATION SERVICES
COST PROPOSAL FORM - PAGE 1

<u>DESTINATION</u>	<u>LENGTH OF TRIP BY DAY(S)</u>	<u>TIME OF DEPARTURE FROM SCHOOL</u>	<u>TIME OF RETURN TO SCHOOL</u>	<u>TOTAL COST PER BUS (1)'</u>	<u>ESTIMATED NUMBER OF BUSES PER TRIP (2)'</u>	<u>TOTAL COST PER TRIP (3)=(1) X (2)'</u>
ELLIS ISLAND, NY	ONE DAY TRIP	7:15 AM FROM ONE OF THREE ELEMENTARY SCHOOLS, EITHER DOUGLAS GRAFFLIN, ROARING BROOK OR WESTORCHARD ELEMENTARY SCHOOLS	4:00 PM TO ONE OF THREE ELEMENTARY SCHOOLS, EITHER DOUGLAS GRAFFLIN, ROARING BROOK OR WESTORCHARD ELEMENTARY SCHOOLS		4	
LOWER EAST SIDE TENAMENT MUSEUM, NY	ONE DAY TRIP (TWO SEPARATE DAYS)	7:30 AM FROM ONE OF TWO MIDDLE SCHOOLS, EITHER ROBERT E. BELL OR SEVEN BRIDGES MIDDLE SCHOOLS	BETWEEN 4:00 PM & 4:30 PM TO ONE OF TWO MIDDLE SCHOOLS, EITHER ROBERT E. BELL OR SEVEN BRIDGES MIDDLE SCHOOLS		4 (2 PER DAY)	
RUTGERS MODEL UN CONFERENCE, HYATT HOTEL, NEW BRUNSWICK, NJ	FOUR DAY TRIP-BUS ONLY NEEDED FOR DEPARTURE DAY & RETURN DAY (THURS & SUN.) (FIRST WEEKEND IN DECEMBER)	THURSDAY, 12:30 PM FROM HORACE GREELEY HIGH SCHOOL DROP OFF AT HYATT HOTEL, NEW BRUNSWICK, NJ	SUNDAY, PICK UP AT HYATT HOTEL, NEW BRUNSWICK, NJ AT 2:00 PM, RETURN BETWEEN 3:00 PM & 4:00 PM TO HORACE GREELEY HIGH SCHOOL		1	
CAPITAL BUILDING AND PLAYDIUM BOWLING, ALBANY, NY	ONE DAY TRIP	7:45 AM FROM HORACE GREELEY HIGH SCHOOL	6:00 PM TO HORACE GREELEY HIGH SCHOOL		2	
MODEL UN TRIP, HILTON WARDMAN PARK HOTEL WASHINGTON, DC	FOUR DAY TRIP-BUS ONLY NEEDED FOR DEPARTURE DAY & RETURN DAY (THURS & SUN.) (FIRST WEEKEND IN MARCH)	THURSDAY, 10:00 AM FROM HORACE GREELEY HIGH SCHOOL DROP OFF AT HILTON WARDMAN PARK HOTEL, WASHINGTON D.C.	SUNDAY, PICK UP AT HILTON WARDMAN PARK HOTEL WASHINGTON, D.C. , RETURN BETWEEN 5:30 PM & 6:00 PM TO HORACE GREELEY HIGH SCHOOL		1	
REVOLUTIONARY WAR FOCUSED PROGRAM, WEST POINT, NY	ONE DAY TRIP	7:45 AM FROM ONE OF THREE ELEMENTARY SCHOOL S, DOUGLAS GRAFFLIN, ROARING BROOK OR WESTORCHARD ELEMENTARY SCHOOLS	2:00 PM TO ONE OF THREE ELEMENTARY SCHOOLS, DOUGLAS GRAFFLIN, ROARING BROOK OR WESTORCHARD ELEMENTARY SCHOOLS		2	
SIX FLAGS GREAT ADVENTURE, JACKSON, NJ	ONE DAY TRP	7:00AM FROM HORACE GREELEY HIGH SCHOOL	4:00 PM TO HORACE GREELEY HIGH SCHOOL		5	
BISH BASH FALLS AT TACONIC STATE PARK, NY	ONE DAY TRIP (FOUR SEPARATE DAYS)	8:00AM FROM ONE OF TWO MIDDLE SCHOOLS, ROBERT E. BELL OR SEVEN BRIDGES MIDDLE SCHOOLS	BETWEEN 5:00PM & 5:30PM TO ONE OF TWO MIDDLE SCHOOLS, ROBERT E. BELL OR SEVEN BRIDGES MIDDLE SCHOOLS		4 (ONE PER DAY)	

GRAND TOTAL: _____
AWARD WILL BE BASED ON THE "GRAND TOTAL" NUMBER ABOVE.

CHAPPAQUA CENTRAL SCHOOL DISTRICT - CCSD BID # B2020-8: COACH BUS TRANSPORTATION SERVICES
COST PROPOSAL FORM - PAGE 2

PROPOSE COSTS FOR ADDITIONAL TRIPS AS REQUIRED:

<u>UP TO 50 MILES (ROUND TRIP)</u>	<u>51-70 MILES (ROUND TRIP)</u>	<u>71-90 MILES (ROUND TRIP)</u>	<u>91-110 MILES (ROUND TRIP)</u>
\$ _____	\$ _____	\$ _____	\$ _____
<u>111-130 MILES (ROUND TRIP)</u>	<u>131-160 MILES (ROUND TRIP)</u>	<u>161-200 MILES (ROUND TRIP)</u>	<u>OVER 200 MILES (ROUND TRIP)</u>
\$ _____	\$ _____	\$ _____	\$ _____
<u>WAITING TIME FOR OVER 5 HOURS</u>			
\$ _____ PER HOUR			

Insurance Certification

Bid or Project No. # _____ **Name of Project:** _____

Your insurance representative must completed the form below in order to be considered for the award of this bid or project, and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgment:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage? Yes _____ No _____

Date: _____

Insurance Representative

Bidder's Acknowledgment:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Chappaqua CSD may reject my bid and award to the next lowest bidder. Firm Name:

Firm Name: _____

Address: _____

Date: _____

Bidder's Signature

CHAPPAQUA CENTRAL SCHOOL DISTRICT

CCSD BID #B2020-8: "COACH BUS TRANSPORTATION SERVICES"

HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to defend, indemnify, and save harmless the Chappaqua Central School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense, including counsel fees, to the extent permissible by law, that may occur or that may be alleged to have occurred in the course of the performance of this agreement by the contractor, whether such claims shall be made by an employee of the contractor or by a third party. The contractor covenants and agrees that he will pay all costs and expenses arising there from and in connection therewith, and if any judgment shall be rendered against the Owner, in any such litigation, the Contractor shall at this own expense satisfy and discharge the same.

By: _____
(Signature of Authorized Representative of Corporation)

Print Name & Title: _____

Company Name: _____

Date: _____

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
CCSD BID #B2020-8
Coach Bus Transportation Services for Field Trips**

GENERAL BID DOCUMENT

Bid documents must be submitted in a sealed envelope bearing the assigned Bid Number on The outside.

Bids are to be sent to:

**Chappaqua Central School District
66 Roaring Brook Road
P.O. Box 21
Chappaqua, New York 10514**

Attention: Purchasing Office

Any questions regarding this bid should be directed to the Purchasing Office at (914) 238-7200, Ext. 1013.

NOTE: If you intend mailing your bid, please note that our address is a Post Office Box, and mail is picked up once a day. It is therefore recommended that you mail your bids early or deliver them by hand to:

**Chappaqua Central School District
Education Center
66 Roaring Brook Road
Chappaqua, New York 10514**

Board of Education

Chappaqua Central School District
P.O. Box 21, Chappaqua, New York 10514

INSTRUCTIONS TO BIDDERS:

1. Sealed proposals for the furnishing and delivery, where called for, of the services and materials as required by the Board of Education of the Chappaqua Central School District, Chappaqua, New York, as set forth in the attached specifications prepared under the direction of said Board of Education, will be opened at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York on 06/12/2020 at 2:00 pm (CCSD BID #B2020-8).
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope at the place and on or before the hour and day stated above, and the envelope shall be endorsed on the face thereof with the name of the person, firm or corporation making such proposal, the date of its presentation and title of the services, materials, equipment or supplies for which such proposal is made.
3. The bidder shall insert the price per stated unit and the extension against each item in the schedule hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and total price, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
4. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Board of Education. Such empty cases, boxes etc., may be removed by the bidder or contractor at his own expense.
5. No charge will be allowed for federal, state or municipal sales and excise taxes, in that the Board of Education is exempt there from. The price bid shall be net and shall not include the amount of any such tax; exemption certificates, if required, will be furnished on forms provided by the bidder.
6. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogs to which reference is made shall be available at the business office. The use of such catalogs is not intended to limit competition.
7. Items delivered by successful bidder must be equal in all respects to those referred to by catalog numbers. Bidder must submit samples upon request if bidding on items other than those referred to.
8. Each bidder must state that no member of the Board of Education, Chappaqua Central School District, Chappaqua, New York, nor any officer or employee thereof, is directly or indirectly interested in the proposal.

9. The Board of Education reserves the right to accept this bid by items or as a whole, or, in its discretion to waive technical formalities, or reject all bids and re-advertise in the manner provided by Section 103, or the general municipal law.
10. The bid deposit of the successful bidder will be returned upon the satisfactory completion of the contract.
11. Delivery will be required to be made to the location indicated in the bid or to such place as indicated in the purchase order issued to the successful bidder. Unless otherwise noted in the main specification, deliveries shall be made between the hours of 9:00 AM and 4:00 Pm on weekdays other than Saturdays and holidays. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units as are specified in the schedule.
12. These instructions are to be considered an integral part of all proposals.
13. Successful bidders shall furnish the Board of Education, prior to commencement of work, with certificate of Workers' Compensation and General Liability Insurance.

Board of Education
Chappaqua Central School District
P.O. Box 21
Chappaqua, New York 10514

Chappaqua Central School District
Chappaqua, NY 10514

GENERAL CONDITIONS

(For the purchase of materials, supplies, equipment to be sent and delivered to the district as well as services to be performed for the district)

All invitations to bid issued by the above-named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the school district.

DEFINITIONS

"School district"	• Shall be the legal designation of the district.
"Notice to bidders"	• A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications.
"Board"	• The Board of Education of the school district.
"Bid"	• An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specification.
"Bidder"	• The form on which the bidder submits his bid.
"Contract"	• A notice to the successful bidder by the issuance of a purchase order: also all documents relating to the transaction, including but not limited to, the bid offer of the successful bidder, notice to bidders, general information, conditions, special instructions, specifications, notice of award, bid proposal certifications: also a formal document signed by the successful bidder and school district representative.
general	
the	
"Successful bidder"	• Any bidder to whom an award is made by the school district.
"Contractor"	• Any bidder to whom a contract award is made by the Board of Education.
"Specification"	• Description of materials, supplies, and/or equipment and the conditions for its purchase.

BIDS

1. The date, time, and place of bid opening will be given to the Notice of Bidders.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
6. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
7. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
8. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
9. Sales to school district are not affected by any fair trade agreements. (General Business Law, Section 369-a, Sub.3).
10. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax.
11. In all specifications, the words, "or equal," are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
12. Bids on equipment must be on standard, new equipment, of latest model, and in current production, unless otherwise specified.
13. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

14. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.
15. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.
16. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the school district. Telephoned quotations or amendments will not be accepted at any time.
19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
20. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within fifteen (15) days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the Board.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirement of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.
23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered as directed for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine samples shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
26. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on state or county contracts if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
27. The school district reserves the right to make awards within thirty (30) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the school district.
29. If two or more bidders submit identical bids as to price, the decision of the Board to award a contract to one of such identical bidder shall be final. (General Municipal Law, Section 103, Sub.1).

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the Board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and

the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, unless otherwise specified.

31. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
32. If the successful bidder fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
33. A contract may be cancelled at the successful bidder's expense upon nonperformance of contract.
34. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
35. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.
37. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

38. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
39. Equipment, supplies, and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the materials.

40. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.
41. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
42. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:
 - a) His products against defective material or workmanship and to repair of any damages or marring occasioned in transit.
 - b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
 - c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
 - d) That all deliveries will be equal to the accepted bid sample.
 - e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY OF SUPPLIES, EQUIPMENT AND MATERIALS

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery terms shall be final.
45. The school district will not accept any deliveries on Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.
46. Items shall be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.
48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.
49. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.
50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods

PERFORMANCE OF SERVICES RENDERED

51. Successful bidder to provide skilled, experienced, prompt service as requested
52. Proof of proper licensure and certification pursuant to this conflict shall be furnished to the School District.
53. The successful bidder shall comply with all laws, rules, ordinances and regulations and the regulations of the School District and all directives issued by the School District.
54. No smoking, consumption of alcoholic beverages, or use of illegal drugs will be permitted anywhere on School Grounds.
55. Under this contract, sub contracting shall not be permitted without prior written approval by the School District.
56. Successful bidder shall have tools and equipment/materials necessary to perform the required work.
57. Each bidder must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services as described herein and that it has a satisfactory record of performance and integrity.
58. The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, including but not limited to minimum hour wage, working conditions, insurance and safety factors and child labor laws.

PAYMENTS

59. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
60. Payment will be made only after correct presentation of claim forms or invoices as may be required.
61. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

SAVING CLAUSE

62. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

IRAN DIVESTMENT ACT

63. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

NOTE: NONCOLLUSIVE BIDDING CERTIFICATION MUST BE SUBMITTED WITH EACH BID. THE ENCLOSED FORM, "BID PROPOSAL CERTIFICATIONS," MEETS THIS REQUIREMENT.

CCSD BID #B2020-8: COACH BUS TRANSPORTATION SERVICES
BID PROPOSAL CERTIFICATION/NON COLLUSIVE BIDDING CERTIFICATION

FIRM NAME _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____ DATE OF BID _____

- I. General Bid Certification – The bidder certifies that he/she will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.
- II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

“(b) A bid shall not be considered for award nor shall award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.”

Authorized Signature _____

Title _____

BOARD OF EDUCATION

CHAPPAQUA CENTRAL SCHOOL DISTRICT
P.O. Box 21, Chappaqua, New York, 10514

CCSD BID #B2020-8: COACH BUS TRANSPORTATION SERVICES
BID FORM AND SPECIFICATIONS

NAME OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

The bidder above mentioned declares and certifies:

- | | |
|--------|---|
| First | That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein. |
| Second | That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and |
| Third | That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof. |
| Fourth | That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made. |
| Fifth | That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes. |
| Sixth | That the total number of items for which prices are quoted is as listed in the enclosed attachments and the total cost thereof is also listed in those same attachments. |

In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

Subscribed and sworn to before me

This _____ day of _____

Signature of Bidder

Notary Public

Type or Print name signed above